

DIGGERS 4 HIRE

MINI EXCAVATOR RENTAL AGREEMENT.

You will be required to agree to and complete the rental agreement for each and every hire for insurance purposes.

1. INSPECTION

The hirer has inspected the equipment and or transporting system prior to taking possession and:

1.1 Is satisfied that the equipment and transporting systems is clean, in good repair and safe working order.

1.2 Is aware of the proper use of which the equipment and or transporting system are designed and is satisfied that it is suitable for the purpose required;

1.3 Is satisfied with the instructions given in the proper and safe manner of using the equipment and or transporting systems.

2. USE OF EQUIPMENT

The hirer agrees that the equipment and or transporting systems are to be used:

2.1 For the purpose and within the capacity for which they are designed:

2.2 For legal purpose or in a legal manner and the Hirer will comply at their own expense with the requirements of all Government Authorities in relation to equipment;

2.3 At the address provided by the Hirer and the equipment and or transporting systems are only to be removed from this address for the purpose of returning to the owner unless the owner has been notified by email or text message.

2.4 The hirer will be held responsible for any parking and or camera detected fines or offences recorded and issued by authorities while the equipment and or transport systems are in possession of the hirer regardless of who was actually responsible for the offence. An admin and processing fee of \$50.00 ex GST will be charged to the Hirer by Diggers 4 Hire and further charges may be applied at the discretion of the owner relating to the settlement of disputes rising from the authorities issuing fines.

3. PERIOD OF HIRE

The period of Hire shall commence from delivery to the Hirers nominated site/address or when the equipment and or transporting systems are released to the Hirer. The Owner reserves the right to end the hire period, at their discretion, for any reason the owner see fit.

4. HIRING CHARGES

The Hirer will pay the Hire charges at the rate and in manner specified during the Hire period. The Hirer schedule of rates may be subject to alteration by mutual agreement between the Hirer and Owner if the agreed period of Hire is altered in any way by the Hirer.

4.1 Additional charges will be automatically charged to the Hirer supplied credit card as follows:

Lost Keys: \$250.00 ex GST + call out fee of at least \$80.00 ex GST. Possibly more depending on location.

Lost Bucket Pin: \$15.00 ex GST.

Refuelling: \$50.00 ex GST.

Cleaning: \$45.00 ex GST.

Late return after 5 hours: \$195.00 ex GST per day.

5. EQUIPMENT MAINTENANCE

The Hirer agrees to:

5.2 Keep the equipment and or transporting systems in a clean condition, good repair and working order.

5.3 Give the Owner access to the equipment and or transporting systems for inspection at any reasonable time without the Owner giving prior notice.

6. EQUIPMENT AND OR TRANSPORT SYSTEMS FAILURE

If equipment and or transporting system becomes in a state of disrepair, the Hirer agrees to immediately notify the Owner. The Hirer will not attempt to repair the equipment and or transporting systems except in the case of a trailer tyre. The Hirer may change the tyre and wheel with the supplied spare but must then notify the Owner.

6.1 The owner shall in no circumstances be liable for any loss sustained by the Hirer in the event of the equipment or transporting systems becoming inoperable during the hire period.

7. EQUIPMENT, ACCESSORIES AND OR TRANSPORT SYSTEMS ACCIDENTS

The Hirer will immediately notify the Owner of any accident involving the equipment and or transporting systems.

8. EQUIPMENT, ACCESSORIES AND OR TRANSPORT SYSTEMS CLEANING & REPAIR

If the equipment and or transporting systems are not returned in a clean condition the Owner may at its absolute discretion charge the Hirer for all reasonable cost of cleaning the equipment, accessories and or transporting systems.

9. EQUIPMENT, ACCESSORIES AND OR TRANSPORT SYSTEMS LOSS

The Hirer agrees to:

9.1 Advise the owner immediately of the loss or theft.

9.2 Being liable for an insurance excess cost of \$1500.00 ex GST, unless excess reduction fee has been paid for thus reducing insurance excess to \$250.00 ex GST, if the equipment, accessories and or transporting systems are lost or stolen in the Hirer's possession.

10. EQUIPMENT, ACCESSORIES AND OR TRANSPORT SYSTEMS DAMAGE

10.1 In the event that the equipment is damaged while on hire, the hirer is responsible to pay costs associated with the repair or an excess of \$1,500.00 ex GST for damages. Note that some damages are not covered by our or other third parties insurance policies.

10.2 The Hirer will immediately notify the Owner of any damage to the equipment and or transporting systems.

11. PAYMENT

C.O.D, credit card or EFT only prior to or during collection of the equipment.

12. JURISDICTION

The law relating to this agreement shall be the law of the State of New South Wales.

13. DEFINITIONS

In this agreement, the following expressions shall have the following meanings:

13.1. The "Owner" is Diggers 4 Hire.

13.2. The "Hirer" is the person, business or corporation hiring equipment from the Owner.

14. CALCULATION OF CHARGES

14.1. Charges are based on time out not time used.

14.2. A one week hire is five consecutive days including weekends and holidays.

15. INSURANCE

15.1. By signing this agreement/tax invoice the hirer agrees to pay, in the event of an insurance claim, the insurance excess of \$1500.00 ex GST unless the excess reduction fee option has been taken by the hirer.

15.2. The Hirer has been offered the excess reduction option at \$35.00 per day ex GST which will reduce the excess to \$250.00 ex GST.

15.3. The Hirer agrees and is aware that operation of the equipment or transport systems provided by Diggers 4 Hire unlawfully can void all insurance coverage provided by Diggers 4 Hire or other parties. Operators of the equipment and or transporting systems, will be held personally liable for any damage to property, and or persons.

16. CREDIT CARD SECURITY AND IDENTIFICATION

The Hirer agrees to:

16.1 allow the owner to create an image of the Hirer's credit card to be held as security. This record will be deleted and or destroyed once the hire has been completed and or after the owner is satisfied that no traffic offences or other fines have been issued against the owners equipment and or transporting systems.

16.2 allow the owner to create an image of the Hirer's drivers license as a record of the Hirer identity. This record will be kept on file indefinitely.

17. BOOKINGS AND DEPOSITS

When the Hirer books equipment from us a tax invoice and booking conformation document is generated. The Hirer is the required to pay 50% of the invoiced hire fee to secure the booking, this deposit is non refundable.

18. SAFE OPERATION, DRUGS AND ALCOHOL

The Hirer agrees that, they, their employees, their contractors or anyone else, while the equipment is in their command, will operate the equipment and or transporting system in a safe manner under the legal blood alcohol limit and not under the influence of drugs of any kind.

Agreement Date _____

I the hirer agree to all of the terms and conditions stated in this agreement. I declare that I am an authorised representative of the business or person _____ and that I have taken possession of the following equipment.

Tick applicable:

HERE WILL BE THE DETAILS OF THE EQUIPMENT YOU HIRE

The equipment is in good working order and will be secure while in my, our possession.

The insurance reduction fee has been offered at a rate of \$35.00 per day and I, we have elected to:

Tick applicable:

*Pay the reduction fee

*Not pay the reduction fee

Date_____

First name _____

Surname_____

Address_____

Mobile Phone Number_____

Signature_____

For and or on behalf of:

Company Name_____

Released to the hirer by:

First Name_____

Surname_____

Signature_____

Hire start date: _____

Expected hire end date: _____

Payment of _____ received by cash, EFT, credit card (circle applicable).